

# Exhibit B

**KIRKLAND & ELLIS LLP**  
AND AFFILIATED PARTNERSHIPS

655 Fifteenth Street, N.W.  
Washington, D.C. 20005

To Call Writer Directly:  
(202) 879-5081  
bharding@kirkland.com

(202) 879-5000  
[www.kirkland.com](http://www.kirkland.com)

Facsimile:  
(202) 879-5200

April 25, 2009

**Subject:** Designation of Witnesses in response to OneBeacon America Insurance Company (“OneBeacon”), Seaton Insurance Company (“Seaton”), Government Employees Insurance Company (“GEICO”), Columbia Insurance Company f/k/a Republic Insurance Company (“Columbia”), Fireman’s Fund Insurance Company, Allianz S.p.A., f/k/a Riunione Adriatica di Scurta (collectively, “FFIC”), Travelers Casualty and Surety Company, f/k/a The Aetna Casualty and Surety Company (“Travelers”), Allstate Insurance Company (“Allstate”), CNA, Libby Claimants, and London Market Companies Deposition Notices of W.R. Grace et Co., et al. (*In re W.R. Grace & Co., et al.*, Bankruptcy Case No. 01-01139 (JKF)).

Dear Counsel:

Pursuant to Rule 30 of the Federal Rules of Civil Procedure (F.R.C.P.), made applicable in these proceedings by Rules 7030 and 9014 of the Federal Rules of Bankruptcy Procedure, Debtors W.R. Grace & Co. et al. (hereinafter “Grace”) have objected to the notices of deposition served by the above captioned parties seeking Rule 30(b)(6) testimony from Grace. Debtors’ Objection to Notices of Deposition of W.R. Grace & Co. et al. Pursuant to Rule 30(b)(6). (Docket No. 21312). Grace has objected to the deposition notices on the grounds that they purport to seek legal conclusions, information prepared in anticipation of litigation, information obtained by or on behalf of counsel for Grace in preparation for trial, information protected by the work product privilege, information protected by the attorney/client privilege, information protected by the common interest privilege, information protected by Federal Rule of Evidence 408, and/or information otherwise beyond the permissible scope of discovery as set forth in the Federal Rules of Civil Procedure, the Federal Rules of Evidence, the Federal Rules of Bankruptcy Procedure or this Court’s rules.

Pursuant to Rule 30 of the Federal Rules of Civil Procedure and subject to and without waiving any of its objections and all other claims of privilege, Grace has designated Richard Finke, Jay Hughes, and Hudson La Force to serve as witnesses in response to the above captioned Rule 30(b)(6) notices. *See* Attachment A. With such designations, Grace hereby retracts Mark Shelnitz and Jeff Posner as designated witnesses for these Rule 30(b)(6)

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depositions. In accordance with F.R.C.P. 30(d)(1), Grace shall make each witness available for one (1) day of seven (7) hours. The designated witnesses will respond to questions relating to Rule 30(b)(6) subject matters and other factual inquiries relevant to Phase I and II of these proceedings. *See* Attachment A.

Sincerely,

Barbara M. Harding

BHH/kfl

WR Grace / Confirmation Hearing 30(b)(6) Deposition Notice

## Witness Designations

Dep Notice Filed by	Topic of Deposition	Designated Witness
Anderson Memorial Hospital	The interpretation of the sales information attached to Anderson Memorial Hospital's ZAI Proof of Claim Form, including billing registers, and all information contained therein	Richard Finke
Travelers and Allstate	1. The treatment of the Travelers 1992 Agreement under the Revised Joint Plan 2. The treatment of the Travelers 1996 Agreement under the Revised Joint Plan 3. The treatment of the Allstate 1994 Agreement under the Revised Joint Plan 4. The treatment of the Allstate 1996 Agreement under the Revised Joint Plan 5. The provisions of the Revised Joint Plan that relate to Asbestos Insurance Settlement Agreements, including, without limitation, Sections 1.1(14), 1.1(16), 1.1(200), 7.7, 7.13, 7.15, 8.4.1, 9.1 and Exhibit 6 (Asbestos Insurance Transfer Agreement)	Richard Finke
	6. The provisions of the Revised Joint Plan that relate to Asbestos Insurance Reimbursement Agreements, including, without limitation, Sections 1.1(9), 1.1(16), 7.2.2(d)(iv), 7.7, 7.13, 7.15, 9.1 and Exhibit 6 (Asbestos Insurance Transfer Agreement)	Richard Finke
	7. The provision of the Revised Joint Plan that relate to Indirect PI Trust Claims, including, without limitation, Section 1.1(138) and Exhibit 4 (Trust Distribution Procedures)	Richard Finke
<b><u>SUPPLEMENTAL NOTICE</u></b>		
	1. The provisions of the Revised Joint Plan that relate to Asbestos PD Claims and Indirect PD Trust Claims, including, without limitation, Sections 1.1(18), 1.1(137), 3.1.7, Exhibit 3 (Asbestos PD Trust Agreement), and Exhibit 25 (Class 7A CMO) Trust Distribution Procedures 2. The classification of Travelers as a Class 7A creditor and solicitation of Class 7A claims	Richard Finke

Dep Notice Filed by	Topic of Deposition	Designated Witness
	3. The treatment and/or payment, pursuant to the Revised Joint Plan, of claims for indemnification arising under the Travelers 1992 Agreement arising from Asbestos PD Claims 4. The treatment and/or payment, pursuant to the Revised Joint Plan, of claims for indemnification arising under the Travelers 1996 Agreement arising from Asbestos PD Claims	Richard Finke Richard Finke
One Beacon, Seaton, GEICO, Columbia	A. Classification and treatment of Indirect PI Trust Claims, including "Indemnified Insurer TDP Claims" and "Insurance-Related TDP Claims" as those terms are used in Sections 5.13 and 5.12 respectively of the Asbestos PI Trust Distribution Procedures	Richard Finke
	B. Bases for the classification of certain contractual indemnity claims held by Settled Asbestos Insurance Companies as Class 6 Asbestos PI Claims	Richard Finke
	C. Bases for the classification and treatment of non-asbestos-related contractual indemnity claims held by Settled Asbestos Insurance Companies as Class 9 General Unsecured Claims	Richard Finke
	D. Scope and operation of the Asbestos PI Channeling Injunction	Richard Finke
	E. Scope and Operation of the Asbestos Insurance Entity Injunction and Successor Claim Injunction	Richard Finke
	F. Scope and operation of Section 7.15 of the Plan entitled, "Insurance Neutrality", and any other purported insurance neutrality provisions in the Plan or Plan Documents	Richard Finke
	G. Operation of the Asbestos PI Trust Agreement and Asbestos PI Trust Distribution Procedures	Jay Hughes
	H. Bases for Settled Asbestos Insurance Company designations appearing in Exhibit 5 to the Exhibit Book	Richard Finke
	I. Scope and bases for releases and exculpation provisions in the Plan	Richard Finke
	J. The scope, operation, and necessity of the findings of fact, conclusions of law, orders, and decrees	Richard Finke

Dep Notice Filed by	Topic of Deposition	Designated Witness
	set forth in Section 7.7 of the Plan	Richard Finke
	K. The impact of the Plan and Plan Documents on the claims asserted, threatened, or that may later be asserted by Scotts, BNSF, the Libby Claimants, and/or Kaneb against the Debtors and/or any Asbestos Insurance Entity	Richard Finke
	L. The criteria used to select the Asbestos PI Trustees and the Asbestos PI TAC	Richard Finke
	M. The business background, experience, and qualifications of the individuals selected to be the Asbestos PI Trustees and the members of the Asbestos PI TAC	Richard Finke
	N. The respective powers and authority conferred upon the Asbestos PI Trustees, Asbestos PI TAC, and the Asbestos PI FCR under the Plan and Plan Documents including, but not limited to, the Asbestos PI Trust Agreement, Asbestos PI Trust Distribution Procedures, and the Asbestos Insurance Transfer Agreement	Richard Finke
	O. The respective roles of the Asbestos PI Trustees, Asbestos PI TAC, and the Asbestos PI FCR in the evaluation, handling, defense and settlement/resolution of Asbestos PI Claims under the Plan and Plan Documents	Richard Finke
	P. the role, if any, of the Asbestos Insurance Entities in the evaluation, handling, defense and settlement/resolution of Asbestos PI Claims under the Plan and Plan Documents	Richard Finke
	Q. The scope of the Asbestos Insurance Rights that are to be transferred or assigned to the Asbestos PI Trust pursuant to the Asbestos Insurance Transfer Agreement, and any other Plan Documents	Richard Finke
	R. The impact of the Plan and Plan Documents on the respective rights and duties of the Debtors and Asbestos Insurance Entities under the Asbestos Insurance Policies	Richard Finke
	S. The impact of the Plan and Plan Documents on subsequent coverage litigation between the Asbestos PI Trust (or the Debtors) and Asbestos Insurance Entities including, but not limited to, Non-	Richard Finke

Dep Notice Filed by	Topic of Deposition	Designated Witness
Settled Asbestos Insurance Companies	T. The nature and value of the Asbestos PI Trust Assets to be used to fund the Asbestos PI Trust	Hudson La Force
Fireman's Fund Insurance Co. ( <i>re Surety Bond Issues</i> )	U. The Plan's compliance with Section 524(g) of the Bankruptcy Code, as well as other applicable provisions of the Bankruptcy Code	Richard Finke
	1. The classification and treatment of the Proofs of Claim under the Plan (including, to the extent applicable, the TDPs)	Richard Finke
	2. The classification and treatment of the Supersedeas Bond Claim under the Plan (including, to the extent applicable, the TDPs)	Richard Finke
	3. The extent to which the claims asserted in the Proofs of Claim are "Pre-Petition Liquidated Claims" subject to treatment under § 5.2 of the TDPs	Richard Finke
	4. The extent to which the Supersedeas Bond Claim is "Pre-Petition Liquidated Claim"	Richard Finke
	5. The actual, expected, and/or intended effect of excluding Indirect PI Trust Claims that are Pre-Petition Liquidated Claims from § 5.6 of the TDPs	Richard Finke
	6. The meaning and operation of § 5.2 of the TDPs in respect of Pre-Petition Liquidated Claims	Richard Finke
	7. The meaning of the phrase "provided there is no supersedeas bond associated with such verdict or judgment..." in § 5.2(a)(ii) of the TDPs, as well as how this phrase works in relation to § 5.2(b) of the TDPs	Richard Finke
	8. The extent to which the Supersedeas Bond Claim is an Indirect PI Trust Claim, a Class 6 Claim, or a Class 9 Claim	Richard Finke
	9. Debtors' contentions, if any, regarding whether FFIC may setoff any obligations it may owe to Grace under liability insurance policies issued or allegedly issued by FFIC to W.R. Grace & Co., et	Richard Finke

Dep Notice Filed by	Topic of Deposition	Designated Witness
Fireman's Fund Insurance Co. and Allianz	<p>al., against Grace's obligations to FFIC under the Special Surety Indemnification Agreement, and the bases for any such contentions</p> <p>10. Debtors' pre-petition payment or funding for the payment of Asbestos Claims, such as judgments, settlements, and litigation costs, from sources other than liability insurance</p> <p>11. The actual, expected, and/or intended impact, if any, of Plan Confirmation on the Special Surety Indemnification Agreement, the Supersedeas Bond, and the Supersedeas Bond Claim, including whether or not Reorganized Debtors will retain the Debtors' obligations under the Special Surety Indemnification Agreement and who, if not Reorganized Debtors, will succeed to or assume such obligations</p> <p>12. The actual, expected, and/or intended impact, if any, of Plan Confirmation on <u>W.R. Grace &amp; Co. v. Aaron Clifton Edwards, et al.</u> No. 06-00-00112-CV (Tex. App., 6th Appellate Dist.), and the claims asserted in the Proofs of Claim</p>	<p>Jay Hughes</p> <p>Richard Finke</p> <p>Jay Hughes</p>
	<p>1. The drafting, negotiation, scope and operation of the Plan, the Asbestos PI Trust Agreement and the Asbestos PI Trust Distribution Procedures, including efforts to (i) involve Asbestos Insurance Entities in the negotiation and/or drafting of the Plan, the Asbestos PI Trust Distribution Procedures, or the Asbestos PI Trust Agreement, or (ii) obtain the consent of the Asbestos Insurance Entities to the Plan, the Asbestos PI Trust Distribution Procedures, and the Asbestos PI Trust Agreement</p> <p>2. The scope and operation of the Asbestos Insurance Entity Injunction and Successor Claims Injunction</p> <p>3. The scope and operation of the Asbestos PI Channeling Injunction, including but not limited to, the effect of the Asbestos PI Channeling Injunction on claims against Settled Asbestos Insurance Companies</p> <p>4. The bases for designating an Asbestos Insurance Entity as a Settled Asbestos Insurance Company</p> <p>5. The selection, qualification, and experience of the proposed Asbestos PI Trustees and the proposed</p>	<p>Richard Finke</p> <p>Richard Finke</p> <p>Richard Finke</p>

Dep Notice Filed by	Topic of Deposition	Designated Witness
Asbestos PI Trust Advisory Committee members	<p>6. Compensation or other financial arrangements between or among any of the proposed Asbestos PI Trustees, Asbestos PI Trust Advisory Committee members or members of the Asbestos PI Committee in respect of the negotiation, drafting or contemplated operation of the Asbestos PI Trust</p> <p>7. The value of the Warrants</p> <p>8. The meaning and operation of Section 7.15 of the Plan, including the interaction of Section 7.15 with Sections 8.1.1, 7.13, 7.7(uu) and 7.7(tt) and the Asbestos Insurance Transfer Agreement</p> <p>9. The meaning of the phrase "any defense that the Plan or any of the Plan Documents do not comply with the Bankruptcy Code" in Section 1.1(16) (definition of "Asbestos Insurer Coverage Defenses")</p> <p>10. The impact, if any, of Plan Confirmation on Non-Settled Asbestos Insurance Companies, including:</p> <ul style="list-style-type: none"> <li>a) Whether and to what extent the Reorganized Debtors retain the Debtors' obligations under Asbestos Insurance Policies;</li> <li>b) Whether the Asbestos PI Trust assumes the obligations of the Debtors under the Asbestos Insurance Policies;</li> <li>c) The application of the exculpation provision of Section 11.9 of the Plan;</li> <li>d) Whether the Plan will act as a settlement or judgment that will immediately trigger a payment obligation under the Asbestos Insurance Policies issued by the Non-Settled Asbestos Insurance Companies;</li> <li>e) Whether the Non-Settled Asbestos Insurance Companies' indemnity obligations will be triggered due to the establishment of the Asbestos PI Trust and transfer of assets to the Trust;</li> <li>f) Whether the Non-Settled Asbestos Insurance Companies' indemnity obligations for any Asbestos PI Claim will accrue or be triggered prior to the payment of an Asbestos PI Claim by Asbestos PI Trust;</li> <li>g) Whether and how the Plan and Plan Documents can be used in subsequent Asbestos Insurance Actions or other proceedings by the Asbestos PI Trust or the Debtors against Non-Settled Asbestos</li> </ul>	<p>Richard Finke</p> <p>Hudson La Force</p> <p>Richard Finke</p> <p>Richard Finke</p>

Dep Notice Filed by	Topic of Deposition	Designated Witness
Insurance Companies;	<p>h) The role, if any, the Non-Settled Asbestos Insurance Companies will have in the evaluation, defense, allowance, or settlement of Asbestos PI Claims channeled to or submitted to the Asbestos PI Trust;</p> <p>i) Whether, and to what extent, the Non-Settled Asbestos Insurance Companies will be responsible for paying all or part of any Asbestos PI Claim resolved by the Asbestos PI Trust pursuant to the Asbestos PI Trust Distribution Procedures or for indemnifying the Asbestos PI Trust for any payment it makes on account of Asbestos PI Claims</p> <p>11. The Debtors' duties and obligations with respect to any Asbestos Insurance Policies upon the transfer of the Asbestos Insurance Rights to the Asbestos PI Trust</p> <p>12. The meaning and scope of the definition of Indirect PI Trust Claims, including whether, and to what extent, claims by Asbestos Insurance Entities for indemnification and/or contribution from Debtors for claims asserted against them, such as, by illustration, the Libby Claimants, or The Scotts Company, LLC, or BNSF Railway Company (or its predecessors)</p> <p>13. The treatment of Indirect PI Trust Claims by the Plan and the Plan Documents</p> <p>14. The basis for classification and treatment of an Asbestos Insurance Entity's Asbestos Claims against the Debtors for indemnification arising from contract or otherwise as Class 6 Asbestos PI Claims</p>	Richard Finke
Maryland Casualty Co., Zurich Insurance Co., and Zurich International	<p>1. The scope of protection provided to Settled Asbestos Insurance Companies by the Asbestos PI Channeling Injunction and the scope of Debtors' indemnity obligations under the respective Asbestos Insurance Settlement Agreements</p> <p>2. The viability of the Plan if the Court upholds any objections to the application of the Asbestos PI Channeling Injunction to one or more of the Settled Asbestos Insurance Companies</p> <p>3. The Plan's treatment of any Settled Asbestos Insurance Companies who are found by the Court to have discrete, unsettled coverage under an otherwise settled policy</p>	Richard Finke Richard Finke

Dep Notice Filed by	Topic of Deposition	Designated Witness
	4. The intended scope of Debtors' indemnity obligations under the MCC Settlement Agreements 5. The Plan Proponents' position that Settled Asbestos Insurance Companies are not creditors 6. The impact of the Plan and Plan Documents on the claims asserted, threatened, or that may later be asserted by Scotts, BNSF, and/or the Libby Claimants, against the Debtors and/or any Asbestos Insurance Entity	Richard Finke Richard Finke Richard Finke
	7. The bases for the classification of certain indemnity claims arising from contract or otherwise, against the Debtors held by Settled Asbestos Insurance Companies as Class 6 Asbestos PI Claims 8. The classification and treatment under the Plan of Asbestos Insurance Entities' claims against the Debtors for indemnification arising from contract or otherwise which are not Indirect PI Trust Claims	Richard Finke
	9. The scope and operation of the Asbestos PI Channeling Injunction, including but not limited to, the effect of the Asbestos PI Channeling Injunction on claims against Settled Asbestos Insurance Companies 10. The Plan's compliance with section 524(g) of the Bankruptcy Code	Richard Finke Richard Finke
	11. The meaning and scope of the indirect PI Trust Claims, including whether, and to what extent, claims by Asbestos Insurance Entities for indemnification and contribution deriving from claims against them, such as those by the Libby Claimants, Scotts, BNSF are Indirect PI Trust Claims 12. The treatment of Indirect PI Trust Claims under the Plan, the Asbestos PI Trust Distribution Procedures, and the other plan Documents, including but not limited to, the treatment of an Asbestos Insurance Entity's claims against the Debtors for indemnification arising from a pre-bankruptcy petition settlement agreement	Richard Finke Richard Finke
	13. The scope of Section 524(g) of the Bankruptcy Code on claims against Settled Asbestos Insurance	Richard Finke

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Companies	14. The scope and operation of the Asbestos Insurance Entity Injunction and Successor Claims Injunction  15. The meaning of the phrase "any defense that the Plan or any of the Plan Documents do not comply with the Bankruptcy Code" in Section 1.1(16)(definition of "Asbestos Insurer Coverage Defenses")	Richard Finke
Libby Claimants	<u>Plan</u>  1. Development of Plan among plan proponents, including negotiations, other discussions between or within the plan proponents, and preparation of documents, including drafts.  2. Funding of the Asbestos PI Trust, including value at time of negotiation of assets to be used to fund the Asbestos PI Trust.  3. Current value of assets to be used to fund the Asbestos PI Trust.  4. Projected value at scheduled Confirmation Hearing of assets to be used to fund the Asbestos PI Trust.	Richard Finke  Hudson La Force
<u>Asbestos PI Trust</u>	1. Development of the TDP, including negotiations, other discussions between or within the plan proponents, and preparation of documents, including drafts.	Jay Hughes

Dep Notice Filed by	Topic of Deposition	Designated Witness
	2. TDP's in other cases used as models, points of reference or in any other way utilized in the development of the TDP ("Other TDPs"). 3. Liquidation of claims under Other TDPs. 4. Process by which the Asbestos PI Trust will liquidate claims. 5. Disease categories under the TDP. 6. The "Severe Pleural" disease category under the TDP. 7. Provisions of the TDP concerning "Extraordinary Claims."	Jay Hughes Jay Hughes Jay Hughes Jay Hughes Jay Hughes Jay Hughes Jay Hughes
	<u>Injunctions</u> 1. The Asbestos PI Channeling Injunction. 2. Development of Asbestos PI channeling Injunction among plan proponents, including negotiations, other discussions between or within the plan proponents, and preparation of documents, including drafts. 3. Injunctions in other cases similar to the Asbestos PI Channeling Injunction used as models, points of reference or in any other way utilized in the development of the Asbestos PI Channeling Injunction ("Other Channeling Injunctions"). 4. Litigation concerning scope of Other Channeling Injunctions. 5. Scope and operation of the Asbestos PI Channeling Injunction, including the effect, if any, on actions by Libby Claimants against parties other than the Debtors, including but not limited to BNSF, the State of Montana and Maryland Casualty Company, for their own allegedly tortious conduct ("Libby Claimants' Independent Actions"). 6. Necessity of, or benefit to plan proponents or Asbestos PI Trust from, the Asbestos PI Channeling	Richard Finke Richard Finke Richard Finke Richard Finke Richard Finke Richard Finke
		Richard Finke

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Injunction (including consideration supplied to any of the plan proponents by those protected by the Asbestos PI Channeling Injunction).	7. The Asbestos Insurance Entity Injunction.	Richard Finke
8. Development of Asbestos Insurance Entity Injunction among plan proponents, including negotiations, other discussions between or within the plan proponents, and preparation of documents, including drafts.	9. Injunctions in other cases similar to the Asbestos Insurance Entity Injunction used as models, points of reference or in any other way utilized in the development of the Asbestos Insurance Entity Injunction ("Other Insurance Entity Injunctions").	Richard Finke
10. Litigation concerning scope of Other Insurance Entity Injunctions.	11. Scope and operation of the Asbestos Insurance Entity Injunction, including the effect, if any, on Libby Claimants' Independent Actions.	Richard Finke
12. Necessity of, or benefit to plan proponents or Asbestos PI Trust from, the Asbestos Insurance Entity Injunction (including consideration supplied to any of the plan proponents by those protected by the Asbestos Insurance Entity Injunction).	13. The Successor Claims Injunction.	Richard Finke
14. Development of Successor Claims Injunction among plan proponents, including negotiations, other discussions between or within the plan proponents, and preparation of documents, including drafts.	15. Injunctions in other cases similar to the Successor Claims Injunction used as models, points of reference or in any other way utilized in the development of the Successor Claim Injunction ("Other Successor Claims Injunctions").	Richard Finke

Dep Notice Filed by	Topic of Deposition	Designated Witness
	<p>16. Litigation concerning scope of Other Successor Claims Injunctions.</p> <p>17. Scope and operation of the Successor Claims Injunction, including the effect, if any, on Libby Claimants' Independent Actions.</p> <p>18. Necessity of, or benefit to plan proponents or Asbestos PI Trust from, the Successor Claims Injunction (including consideration supplied to any of the plan proponents by those protected by the Successor Claims Injunction).</p> <p>19. Release and exculpation provisions of the Plan (the "Releases and Exculpations").</p> <p>20. Development of The Releases and Exculpations among plan proponents, including negotiations, other discussions between or within the plan proponents, and preparation of documents, including drafts.</p> <p>21. Injunctions in other cases similar to the Releases and Exculpations used as models, points of reference or in any other way utilized in the development of the Releases and Exculpations ("Other Releases and Exculpations").</p> <p>22. Litigation concerning scope of Other Releases and Exculpations.</p> <p>23. Scope and operation of the Releases and Exculpations, including the effect, if any, on Libby Claimants' Independent Actions.</p> <p>24. Necessity of, or benefit to plan proponents or Asbestos PI Trust from, the Releases and Exculpations (including consideration supplied to any of the plan proponents by those protected by the Releases and Exculpations).</p> <p>25. The plan's compliance with Section 524(g) of the Bankruptcy Code.</p>	<p>Richard Finke</p>
	<p><u>Liquidation Analysis</u></p>	<p>Richard Finke</p>

Dep Notice Filed by	Topic of Deposition	Designated Witness
	1. Liquidation analysis contained in Exhibit Book as Exhibit 8 (the "Liquidation Analysis") 2. Development of Liquidation Analysis among plan proponents, including negotiations, other discussions between or within the plan proponents, and preparation of documents. 3. Projections, assumptions, calculations and sources of information utilized in preparing Liquidation Analysis. 4. Any changes in, or changes in the validity of, any such projections, assumptions, calculations and sources of information, through the present date.	Hudson La Force Hudson La Force Hudson La Force Hudson La Force
<u>Claims History</u>		
1. Grace claims history concerning Asbestos PI Claims. 2. Grace's settlement practices and verdict history for Asbestos PI Claims. 3. Grace's settlement practices and verdict history for punitive damage claims. 4. Grace's settlement practices and verdict history for wrongful death claims. 5. Grace's settlement practices and verdict history for claims resulting from exposure to Grace's asbestos in Lincoln County, Montana. 6. Grace's settlement practices and verdict history for claims resulting from exposure outside of Lincoln County, Montana, to Grace's asbestos originating in Lincoln County, Montana.	Jay Hughes Jay Hughes Jay Hughes Jay Hughes Jay Hughes Jay Hughes	
<u>Rights of BNSF</u>	1. Claims of Burlington Northern Santa Fe Railroad and affiliates ("BNSF") against the Debtors. 2. Proofs of claim filed by BNSF.	Jay Hughes Jay Hughes

Dep Notice Filed by	Topic of Deposition	Designated Witness
	3. Any rights of indemnification by BNSF against the Debtors, and any agreements pertaining thereto.	Jay Hughes
	4. Any rights of contribution by BNSF against the Debtors.	Jay Hughes
	5. Any insurance covering BNSF for Libby Claimants' Independent Actions against BNSF.	Jay Hughes
	<u>Rights of the State of Montana</u>	
	1. Claims of the State of Montana against the Debtors.	Jay Hughes
	2. Proofs of claim filed by the State of Montana.	Jay Hughes
	3. Any rights of indemnification by the State of Montana against the Debtors, and any agreements pertaining thereto.	Jay Hughes
	4. Any rights of contribution by the State of Montana against the Debtors.	Jay Hughes
	5. Any insurance covering the State of Montana for Libby Claimants' Independent Actions against the State of Montana.	Jay Hughes
	<u>Rights of Maryland Casualty Company</u>	
	1. Claims of the Maryland Casualty Company, including affiliates ("MCC") against the Debtors.	Jay Hughes
	2. Proofs of claim filed by MCC.	Jay Hughes
	3. Any rights of indemnification by MCC against the Debtors, and any agreements pertaining thereto.	Jay Hughes
	4. Any rights of contribution by MCC against the Debtors.	Jay Hughes
	5. Any insurance covering MCC for Libby Claimants' Independent Actions against MCC.	Jay Hughes

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Insurance	<ol style="list-style-type: none"> <li>Grace's insurance policies (whether owned by Grace or purchased for another entity), coverage issues and settlements with insurers.</li> <li>Grace's insurance coverage for products/completed operations, including terms thereof, aggregate caps, and defenses to and limitations on such coverage.</li> <li>Projected value of the Asbestos Insurance Rights constituting products/completed operations coverage.</li> <li>Projected aggregate liquidated amount of the Asbestos PI Claims (including future claims) covered by products/completed operations insurance.</li> <li>Grace's insurance coverage for premises/non-completed operations, including terms thereof, aggregate caps, and defenses to and limitations on such coverage.</li> <li>Projected value of the Asbestos Insurance Rights constituting premises/non-completed operations coverage.</li> <li>Projected aggregate liquidated amount of the Asbestos PI Claims (including future claims) covered by premises/non-completed operations insurance.</li> <li>Settlements with Grace insurers.</li> <li>Bases for designation under the Plan of certain Asbestos Insurance Entities as Settled Asbestos Insurance Companies.</li> </ol>	<p>Jay Hughes Jay Hughes Jay Hughes Jay Hughes Jay Hughes Jay Hughes Jay Hughes Jay Hughes Richard Finke</p>
CNA	<ol style="list-style-type: none"> <li>The meaning and operation of the insurer neutrality provision of Section 7.15 of the Plan, including the interaction of Section 7.15 of the Plan with Sections 8.1.1, 7.13, 7.7(uu), and 7.7(tt) of the Plan and the Asbestos Insurance Transfer Agreement.</li> <li>The treatment of Indirect PI Trust Claims under the Plan, the Asbestos PI Trust Distribution Procedures, and the other Plan Documents, including but not limited to, the treatment of an Asbestos</li> </ol>	Richard Finke

Dep Notice Filed by	Topic of Deposition	Designated Witness
<p>Insurance Entity's claims against the Debtors for indemnification arising from a pre-bankruptcy petition settlement agreement.</p> <p>3. The meaning and scope of Indirect PI Trust Claims, including whether, and to what extent, claims by Asbestos Insurance Entities for indemnification and contribution deriving from claims against them, such as those by the Libby Claimants, Scotts, and BNSF, are Indirect PI Trust Claims.</p> <p>4. The basis for classification and treatment of an Asbestos Insurance Entity's Asbestos Claims against the Debtors for indemnification arising from contract or otherwise as Class 6 Asbestos PI Claims.</p> <p>5. The classification and treatment under the Plan of Asbestos Insurance Entities' claims against the Debtors for indemnification arising from contract or otherwise which are not Indirect PI Trust Claims.</p> <p>6. The scope and operation of the Asbestos PI Channeling Injunction, including but not limited to, the effect of the Asbestos PI Channeling Injunction on claims against Settled Asbestos Insurance Companies.</p> <p>7. The scope and operation of the Asbestos Insurance Entity Injunction and Successor Claims Injunction.</p> <p>8. The meaning of the phrase "any defense that the Plan or any of the Plan Documents do not comply with the Bankruptcy Code" in Section 1.1(16) (definition of "Asbestos Insurer Coverage Defenses")</p> <p>9. The drafting, negotiation, scope and operation of the Asbestos PI Trust Agreement and the Asbestos PI Trust Distribution Procedures, including efforts to obtain the consent of the Asbestos Insurance Entities to the Plan, the Asbestos PI Trust Distribution Procedures, and the Asbestos PI Trust Agreement, or to involve them in drafting the Asbestos PI Trust Agreement.</p> <p>10. The selection, qualification, and experience of the Asbestos PI Trustees and Asbestos PI Trust Advisory Committee members.</p>	<p>Richard Finke</p>	
		Richard Finke

Dep Notice Filed by	Topic of Deposition	Designated Witness
	<p>11. Any compensation or other financial arrangements between each Asbestos PI Trustee and any Asbestos PI Trust Advisory Committee member or member of the Asbestos Claimants Committee on the one hand, and the Asbestos PI Trust.</p> <p>12. The bases for designating an Asbestos Insurance Entity as a Settled Asbestos Insurance Company.</p> <p>13. The Plan's treatment of Asbestos Insurance Reimbursement Agreements.</p> <p>14. The valuation of the Warrants, including, but not limited to, the use of any valuation model or similar valuation tool.</p> <p>15. The impact, if any, of Plan Confirmation on Non-Settled Asbestos Insurance Companies, including:</p> <ul style="list-style-type: none"> <li>a. Whether and to what extent the Reorganized Debtors retain the Debtors' obligations under Asbestos Insurance Policies;</li> <li>b. Whether the Asbestos PI Trust assumes the obligations of the Debtors under the Asbestos Insurance Policies;</li> <li>c. The application of the exculpation provision of Section 11.9 of the Plan;</li> <li>d. Whether the Plan will act as a settlement or judgment that will immediately trigger a payment obligation under the Asbestos Insurance Policies issued by the Non-Settled Asbestos Insurance Companies;</li> <li>e. Whether the Non-Settled Asbestos Insurance Companies' indemnity obligations will be triggered due to the establishment of the Asbestos PI Trust and transfer of assets to the Trust;</li> <li>f. Whether the Non-Settled Asbestos Insurance Companies' indemnity obligations for any Asbestos PI Claim will accrue or be triggered prior to the payment of an Asbestos PI Claim by Asbestos PI Trust;</li> <li>g. Whether and how the Plan and Plan Documents can be used in subsequent Asbestos Insurance Actions or other proceedings by the Asbestos PI Trust or the Debtors against Non-Settled Asbestos Insurance Companies;</li> <li>h. The role, if any, the Non-Settled Asbestos Insurance Companies will have in the evaluation, defense, allowance, or settlement of Asbestos PI Claims channeled to or submitted to the Asbestos PI</li> </ul>	<p>Richard Finke</p> <p>Richard Finke</p> <p>Hudson La Force</p> <p>Richard Finke</p>

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Trust;	<p>i. Whether, and to what extent, the Non-Settled Asbestos Insurance Companies will be responsible for paying all or part of any Asbestos PI Claim resolved by the Asbestos PI Trust pursuant to the Asbestos PI Trust Distribution Procedures or for indemnifying the Asbestos PI Trust for any payment it makes on account of Asbestos PI Claims.</p> <p>16. The Debtors' duties and obligations with respect to any Asbestos Insurance Policies upon the transfer of the Asbestos Insurance Rights to the Asbestos PI Trust.</p> <p>17. The treatment of workers compensation obligations as unimpaired, general unsecured claims that are to be liquidated and paid in full.</p>	Richard Finke
London Market Companies	<p>1. The treatment of the London Market Companies 1995 Agreement under the Revised Joint Plan.</p> <p>2. The treatment of the London Market Companies 1996 Agreement under the Revised Joint Plan.</p> <p>3. The provisions of the Revised Joint Plan that relate to Asbestos Insurance Reimbursement Agreements, including, without limitation, Sections 1.1(9), 1.1(16), 7.2.2(d)(iv), 7.7, 7.13, 7.15, 9.1 and Exhibit 6 (Asbestos Insurance Transfer Agreement).</p> <p>4. The provisions of the Revised Joint Plan that relate to Indirect PI Trust Claims, including, without limitation, Sections 1.1(138) and Exhibit 4 (Trust Distribution Procedures).</p>	<p>Richard Finke</p> <p>Richard Finke</p> <p>Richard Finke</p> <p>Richard Finke</p>